

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Mayer, Brown, Rowe & Maw 1909 K Street, NW Washington, D.C. 20006		2. Registration No. 5535
3. Name of foreign principal Commonwealth of Australia	4. Principal address of foreign principal Embassy of Australia 1601 Massachusetts Avenue, NW Washington, D.C. 20036	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Embassy of Australia b) Name and title of official with whom registrant deals. Peter Baxter, Deputy Chief of Mission		
7. If the foreign principal is a foreign political party, state: a) Principal address. n/a b) Name and title of official with whom registrant deals. c) Principal aim		

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8. If the foreign principal is not a foreign government or a foreign political party,

n/a

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

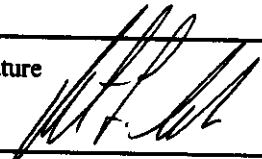
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

n/a

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

Date of Exhibit A	Name and Title	Signature
12/31/02	Peter L. Scher, Partner	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Mayer, Brown, Rowe & Maw	2. Registration No. 5535
3. Name of Foreign Principal Commonwealth of Australia	CRM/ISS/REGISTRATION UNIT JAN -2 AM 10:09

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Meetings with constituency and other interest groups as well as Members of Congress and Staff to develop support for free trade negotiations between the United States and Australia.

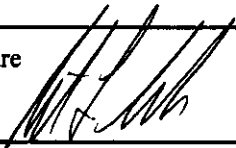
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Meetings and other contacts with groups and individuals as described in #7 above.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See #'s 7 and 8 above.

Date of Exhibit B	Name and Title	Signature
12/31/02	Peter L. Scher, Partner	

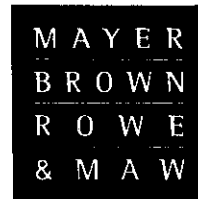
Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

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December 5, 2002

Mr. Peter Baxter
Deputy Chief of Mission
Embassy of Australia
1601 Massachusetts Avenue, N.W.
Washington, D.C. 20036



1909 K Street, N.W.
Washington, D.C. 20006-1101

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Main Fax (202) 263-3300
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Peter L. Scher
Direct Tel (202) 263-3360
Direct Fax (202) 263-5360
pscher@mayerbrown.com

Dear Peter:

This letter confirms our agreement for representation and consulting services to be provided by Mayer, Brown, Rowe & Maw (the "FIRM") to the Commonwealth of Australia (the "CLIENT"). The FIRM will provide professional consulting services on a non-exclusive basis to assist the CLIENT in connection with building further support for, and to achieve the successful, early launch of, a comprehensive Free Trade Agreement between Australia and the United States. In this regard, the FIRM shall represent the interests of the CLIENT before the U.S. Congress, the Executive Branch of the U.S. government and representatives of U.S. industry as the CLIENT may from time to time direct.

I will undertake take principal responsibility for managing the FIRM's efforts on behalf of the CLIENT. We will call upon other members of the FIRM as needed for specific assignments. The FIRM's project fee for our services will be \$175,000.00, plus related expenses. The project fee shall be paid in four (4) equal monthly installments, commencing January 1, 2003, of \$43,750.00, provided that the services of the FIRM meet the satisfaction of the CLIENT. In the event that the services of the FIRM do not meet the satisfaction of the CLIENT, the FIRM shall be provided notice of the lack of satisfaction and a reasonable opportunity to correct any deficiency. Expenses shall be reimbursed on a thirty (30) day basis. The term of this agreement will be four (4) months, commencing on December 1, 2002 and concluding on March 31, 2003. As is our usual practice, we will submit to you monthly invoices for the professional services rendered and other charges and expenses incurred. Payment is due upon receipt of our statement and in no event later than thirty days thereafter. Every expense exceeding the sum of \$100.00 and/or travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the CLIENT.

We will comply with all applicable lobbying registration and regulations and avoid representation of others whose legislative interests may conflict with those of the CLIENT. Upon written request of the CLIENT, the FIRM shall confirm in writing to the CLIENT that the FIRM has filed all reports required by, and is otherwise in full compliance with, all federal, state and local laws including, without limitation, the Lobbying Disclosure Act of 1995, and shall furnish to the CLIENT all such reports filed with any governmental authority during the term of this agreement.

Brussels Charlotte Chicago Cologne Frankfurt Houston London Los Angeles Manchester New York Palo Alto Paris Washington, D.C.
Independent Mexico City Correspondent: Jauregui, Navarrete, Nader y Rojas, S.C.

Mayer, Brown, Rowe & Maw is a U.S. General Partnership. We operate in combination with our associated English partnership in the offices listed above.

Mr. Peter Baxter
December 5, 2002
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You agree that our FIRM may represent other persons or entities in matters not related to our engagement by you or other representatives of the Government of Australia, be it in litigation, transactions or otherwise. We will confer with you before taking on a new CLIENT where the potential exists for conflict.

Additional Provisions

(a) The FIRM shall at all times comply with the Embassy of Australia's reasonable directions regarding the performance by the FIRM of its services under the terms of this agreement.

(b) The terms and conditions for the performance by the FIRM of its services for this engagement contained in the Request for Tender for the Provision of Consultancy Services Relating to an Australia-United States Free Trade Agreement dated September 27, 2002 are incorporated by reference and made a part of this agreement as if fully set forth herein.

(c) The FIRM shall comply fully with all federal, state and local laws in connection with the performance of its services under this agreement. In the event that the FIRM fails to comply with all federal, state and local laws in connection with the services under the agreement, the FIRM shall reimburse the CLIENT for all losses, costs and expenses, including reasonable attorney fees, incurred by the CLIENT as a result of any such failure on the part of the FIRM to comply with all federal, state and local laws

(d) Either party may terminate this agreement at any time, without liability to the other party on account of any such termination, upon giving five (5) business days advance written notice to the other party. The CLIENT shall not be obligated to pay any unearned portion of the project fee after the date of termination.

(e) Nothing in this agreement shall constitute, or be construed as constituting, the formation of any agency, partnership or similar relationship by or between the parties.

This letter constitutes the entire understanding between the Commonwealth of Australia and Mayer, Brown, Rowe & Maw and supersedes all prior understandings, written or oral, relating to this subject matter. Any change must be made or confirmed in writing. If this letter correctly reflects your understanding of the terms and conditions of our engagement, please indicate your acceptance by signing a copy of this letter in the space provided below and returning it to our office, to my attention.

Sincerely,


Peter L. Scher

MAYER, BROWN, ROWE & MAW

Mr. Peter Baxter
December 5, 2002
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We agree to the foregoing terms:

By: Peter Baxter
Peter Baxter
Embassy of Australia
For the Commonwealth of Australia

Date: 12/6/02